

East Detroit Public Schools Partnership Agreement

In accordance with the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 *et seq.*, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 *et seq.*, this Partnership Agreement ("Agreement") is entered into by and between the Michigan Department of Education ("MDE"), the State Reform/Redesign Office ("Reform Office"), the State School Reform/Redesign Officer ("SRO"), the Department of Technology, Management and Budget ("DTMB"), every person acting in the capacity as a chief executive officer appointed by DTMB to take control over multiple EDPS schools ("CEO"), Macomb Intermediate School District ("MISD") and East Detroit Public Schools ("EDPS") (MDE, Reform Office, SRO, DTMB, the CEO, MISD and EDPS shall together be referred to as the "Parties" and may each separately be referred to as a "Party").

The purposes, terms and conditions of this Agreement are as follows:

- 1) PURPOSE OF THIS AGREEMENT:** The Parties agree to work collaboratively and in good faith with the intent of assisting EDPS in significantly increasing student achievement at each school supported by, and subject to, this Agreement pursuant to Paragraph 4 (each such school, including Kelly Middle School, shall hereinafter be referred to as a "Supported School"). The Parties agree that the implementation of this Agreement is in the best interest of the students at each Supported School and in the best interest of its/their academic improvement. Consistent with the School Recovery Agreement between MISD and EDPS dated February 1, 2016, which terms and conditions are not affected by this Agreement, MISD agrees that it will advise, cooperate and collaborate with EDPS to help EDPS improve the academic performance of each Supported School, including, but not limited to, advising EDPS on issues pertaining to student growth, curriculum, data collection, finance and staffing. MDE will support MISD and EDPS in identifying resources that may assist EDPS in achieving increased student achievement at each Supported School.
- 2) TERMS AND CONDITIONS:** EDPS shall retain control of each Supported School. MDE and the partners named in this Agreement will provide support as agreed upon in this Agreement for the cooperative work toward meeting the benchmarks and goals initially identified below.
- 3) LIMITATIONS OF THIS AGREEMENT:** The parties agree that this Agreement has no adverse impact on pending claims brought by EDPS or by anyone or an entity along with it against one or more of the parties hereto and shall not constitute nor be used to assert a waiver, settlement or modification thereof and shall not constitute or be used to assert an admission on the part of any of said claimants.
- 4) SCHOOL(S) SUPPORTED BY THIS AGREEMENT:** This Agreement shall initially apply to Kelly Middle School, provided, however, that upon the mutual written

agreement of EDPS and MISD, one or more additional EDPS schools may each be added as an additional Supported School which shall be supported by, and subject to, this Agreement.

5) COLLECTION AND ANALYSIS OF RELEVANT DATA: Within 120 days after the effective date of this Agreement as to a Supported School, EDPS and MISD shall have jointly conducted, with the opportunity for input from teachers, parents, students, local community representatives, local business representatives, local legislative representatives and local judicial representatives, a comprehensive school level needs analysis which, at the discretion of MISD, may include, but is not limited to, an assessment of any of the following categories as it relates to the Supported School: budget; curriculum and educational strategies; staffing; professional development; parental and community engagement; data collection methods; performance measures; effect of a School Improvement Plan already in place; resource inequities and inadequacies; student engagement in activities outside of the classroom; socioeconomic status of the student population; infrastructure and instructional facilities; school and transportation safety and security; and student attendance, truancy, discipline, retention and graduation rates. MDE shall provide good faith assistance to EDPS and MISD for a comprehensive school level needs analysis for any Supported School. Unless otherwise provided in this Agreement, nothing in this Paragraph 5 shall require EDPS and MISD to jointly conduct an additional comprehensive school level needs analysis for a Supported School if a comprehensive school level needs analysis has previously been jointly conducted by EDPS and MISD as to that Supported School.

6) EIGHTEEN MONTH BENCHMARKS: The eighteen month benchmarks for each Supported School are identified in **Exhibit A**. The eighteen month benchmarks for each Supported School may be modified at any time during the term of this Agreement upon mutual written agreement between EDPS, MISD and MDE.

7) THIRTY-SIX MONTH GOALS: The thirty-six month goals for each Supported School are identified in **Exhibit A**. The thirty-six month goals for each Supported School may be modified at any time during the term of this Agreement upon mutual written agreement between EDPS, MISD and MDE.

8) EDPS ACTIONS TO BE IMPLEMENTED TOWARD MEETING BENCHMARKS AND GOALS:

See **Exhibit A**

9) MISD ACTIONS TO BE IMPLEMENTED TOWARD MEETING BENCHMARKS AND GOALS:

See **Exhibit A**. MISD will comply with the applicable terms of this Agreement and will continue to implement any action applicable pursuant to the School Recovery Agreement between MISD and EDPS dated February 1, 2016, which terms and conditions are not affected by this Agreement and are incorporated herein by reference.

10) MDE ACTIONS TO BE IMPLEMENTED TOWARD MEETING BENCHMARKS AND GOALS:

- A) Victor Bugni will serve as MDE's primary point-of-contact.
- B) See **Exhibit A**.
- C) MDE shall inform EDPS and MISD of all available resources potentially available to support the parties' efforts herein and shall secure any resources available to it that can be devoted to those efforts.

11) REFORM DISTRICT, SRO, DTMB AND ANY CEO ACTIONS TO BE IMPLEMENTED TOWARD MEETING BENCHMARKS AND GOALS:

- a) Any and all actual and apparent authority, powers, duties, rights, obligations, functions, and responsibilities of the Reform District, the SRO, DTMB and the or any CEO with respect to EDPS and each of the Supported Schools are restrained immediately upon execution of this Agreement and for so long as this Agreement remains in effect.
- b) By executing this Agreement, the Reform District, SRO and DTMB rescind any previously made recommendations, determinations, and appointments related to the installation of a chief executive officer at any EDPS school.

12) EMPLOYEES: Unless otherwise agreed or required by law, EDPS staff and personnel will remain the employees or subcontractors of EDPS. EDPS shall be solely responsible for evaluation, discipline, and termination of EDPS employees and subcontractors. EDPS shall not hire any employee, nor contract with any subcontractor, who may impact instructional services at a Supported School, without first having those prospective employees or subcontractors reviewed and recommended by MISD. EDPS employees and subcontractors who may impact instructional services at a Supported School shall be defined as mutually determined by EDPS and MISD. Upon EDPS request, MISD may selectively waive the requirement that ISD review and make a recommendation with regard to a prospective hire.

13) BUDGET: Upon the request of MISD, EDPS agrees to confer and collaborate in good faith with MISD with regard to the development and implementation of an annual budget for a Supported School. In such a case, EDPS shall provide MISD with an annual budget with respect to EDPS and such Supported School(s) that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* The budget must contain reasonable detail as necessary to comply

with Generally Accepted Accounting Practices (GAAP) standards and as requested by MISD. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Supported School including, but not limited to, the projected cost of all services provided or attributed to the Supported School for rent and lease payments (if applicable), supplies and furnishings, taxes, insurance premiums, utilities, professional fees, debt service and/or prorated debt service, and other costs and expenses connected to the operation of the Supported School. Upon the request of MISD, proposed budgets, as provided herein, shall be submitted to MISD for its review and advice a reasonable amount of time before adoption.

14) ADDITIONAL PARTNERS: The Parties agree that EDPS shall serve as the primary decision making body in this Agreement. In addition to MISD and MDE, additional EDPS partners may be added at a later date after consultation with MDE. Such additions will not require modifications to the Agreement.

15) PERIOD OF AGREEMENT: The Agreement shall become effective as to Kelly Middle School upon the date of the last signature affixed below for a term of three years. If any additional EDPS school becomes a Supported School pursuant to Paragraph 4, this Agreement shall be effective as to any such Supported School upon execution of mutual written agreement by EDPS and MISD pursuant to Paragraph 4 for a term of three years for any such Supported School. This Agreement shall automatically renew for additional three years periods as to each Supported School unless terminated in accordance with Paragraph 16.

16) TERMINATION OF AGREEMENT: EDPS may terminate this Agreement as to any Supported School upon delivery of written notice to MISD and MDE at least 30 days in advance of the prospective termination date. MDE may terminate this Agreement as to any Supported School with the mutual, written consent of EDPS and MISD or effective at the end of an applicable term upon 60 days, advance written notice to EDPS and MISD. The parties agree that if MDE terminates this Agreement as to a Supported School the Agreement's terms and conditions shall be enforceable by EDPS and MISD if either of those parties has not terminated.

17) MODIFICATION OF AGREEMENT: The terms and conditions of this Agreement may be modified as provided for in this Agreement. Further, if MDE, EDPS or MISD requests modification of this Agreement, those Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. Except as otherwise provided in this Agreement, modifications shall not be effective unless signed by duly authorized representative of each of those Parties and, once so signed, shall be binding upon all parties hereto.

18) NEXT LEVEL OF ACCOUNTABILITY:

- A) If the 18-month benchmark(s) identified in Paragraph 6 have not been met within the first 18 months following the effective date of this Agreement as to a Supported School, EDPS and MISD shall either (1) with the agreement of MDE, agree on a new date by which the 18-month benchmark(s) identified in Paragraph 6 must be met as to that Supported School (with a corresponding adjustment of the 36-month benchmark and applicable term), or, (2) revise the comprehensive school level needs analysis developed pursuant to Paragraph 5 and then EDPS, MISD and MDE shall jointly modify and agree upon the 18-month benchmark(s) and 36-month goal(s) referenced in Paragraphs 6 and 7 applicable to that Supported School. MDE may also terminate this agreement as provided herein. MISD may exercise its rights in accordance with the School Recovery Agreement. If MDE terminates as aforesaid EDPS shall implement the next level of accountability as provided in Paragraph 18B) below.
- B) If the initial or applicable 36-month goal(s) identified in Paragraph 7 have not been met with respect to a Supported School within the initial or applicable three year term of this Agreement for that Supported School, EDPS shall either (1) reconfigure the grade levels and/or curriculum offered at the Supported School in a manner agreed upon between EDPS and MISD, or, if EDPS and MISD do not agree upon such a reconfiguration, (2) revise the comprehensive school level needs analysis for the Supported School developed pursuant to Paragraph 5 and then EDPS, MISD and MDE shall jointly revise and agree upon the benchmarks and goals to be identified in Paragraphs 6 and 7. MDE agrees that a reconfiguration agreed upon between EDPS and MISD pursuant to this Paragraph shall be sufficient for such a reconfigured Supported School to receive a new identification number that is used for all fiscal and academic purposes, including, but not limited to, any identification number used for school and building-level academic accountability and for pupil state aid funding. MDE agrees that its commitment to provide or obtain a new identification number for a reconfigured Supported School pursuant to this Paragraph survives the expiration and/or termination of this Agreement.

Nothing in this Agreement shall prevent EDPS from exercising any legal rights if EDPS does not agree with the next level of accountability provided for in this Paragraph 18.

19) STATUS OF THE PARTIES: Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between any of the Parties. Further, the Parties are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code. During the Term of this Agreement, a Party may disclose to another Party or a Party may access confidential data and

information to the extent permitted by applicable law, including, without limitation, the Family Educational Rights and Privacy Act, the Individuals with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Michigan Mandatory Special Education Act, the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act, and social security numbers protected by the Privacy Act of 1974 and the Michigan Social Security Number Privacy Act. Each Party agrees that it shall comport with applicable law in the handling, maintaining, safeguarding, re-disclosing, and returning of all confidential data and information disclosed or accessed under this Agreement. Notwithstanding the foregoing or anything else herein, EDPS designates employees of MISD as agents of EDPS for the limited purposes of having a legitimate educational interest such that they are entitled to access educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act.

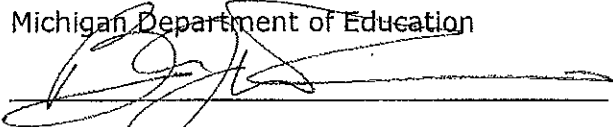
Each party warrants and represents that its signatory below was vested with the authority to sign this Agreement and bind a party hereto and each agrees that by causing the execution hereof, each party has relied upon the authority of each other party.

20) FUTURE MEETING DATES: EDPS, MISD and MDE agree that, upon the request of EDPS, MISD or MDE, each shall make a good faith effort to meet together in order to engage in collaborative discussion, gauge implementation progress and identify barriers, and discuss relevant issues regarding this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this date:

Michigan Department of Education

East Detroit Public Schools


Name: Brian J. Whiston


Name: Ryan McLeod

Title: State Superintendent

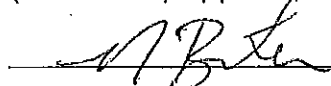
Title: Superintendent

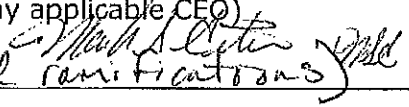
Date: 04/24/17

Date: 4/19/2017

State School Reform/Redesign Office
(and for any applicable CEO)

State School Reform/Redesign Officer
(and for any applicable CEO)


Name: Natasha Baker


Name: MARK S. ETTEMA

Title: State School Reform officer

Title: DEPUTY DIRECTOR

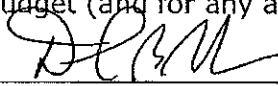
Date: 4/24/17

Date: 4/26/2017

Macomb Intermediate School District

Department of Technology, Management and
Budget (and for any applicable CEO)

Name: _____


Name: David B. Behan

Title: _____

Title: Director, Dept of Tech, Mgmt & Budget

Date: _____

Date: 4.26.17

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this date:

Michigan Department of Education

East Detroit Public Schools

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

State School Reform/Redesign Office
(and for any applicable CEO)

State School Reform/Redesign Officer
(and for any applicable CEO)

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Macomb Intermediate School District

Department of Technology, Management and
Budget (and for any applicable CEO)

Michael R DeVault

Name: Michael R DeVault Name: _____

MISD Supt

Title: MISD Supt Title: _____

4-27-17

Date: 4-27-17 Date: _____

Exhibit A

East Detroit Public Schools, in partnership with the Macomb Intermediate School District, have been regularly reviewing academic and non-academic data related to the Partnership School (Kelly Middle School – if additional supported schools are added, Exhibit A will be amended to reflect goals and benchmarks for each) through Professional Learning Communities and monthly Performance Management meetings. These regular data reviews enable the school and district to understand and respond immediately using multiple measures of data that indicate the degree to which the building is on track to meet or exceed annual performance goals. It is from these ongoing data meetings that the initial benchmarks and goals have been determined.

The goals represent the thirty-six month targets for academic proficiency and growth. The benchmarks represent the work that will be done in order to move the Partnership School to meet or exceed the goals. While the district will continuously monitor the progress of the Partnership School, there will be a formal review by the District, Intermediate School District and Michigan Department of Education at 18 and 24 months.

It is agreed that if or when MDE launches a new assessment system changing the conditions of the State assessment, the goals and benchmarks will be revised.

Initially Identified Thirty-Six Month Goals:

Growth Goal: By the 2019-20 school year, the target percentage of sixth and seventh grade students at or above the 40th percentile* nationally for Conditional Student Growth on the NWEA Reading assessment is an increase by 7% as compared to the 2015-16 school year.

*(*The 40th percentile was chosen because it is considered average growth.)*

Proficiency Goal 1: By the 2019-20 school year, the target percentage of sixth and seventh grade students at or above the 59th percentile** nationally for NWEA Reading achievement is an increase by 4% as compared to the 2015-16 school year.

*(**NWEA Research, 2015 Comparative Data was used to identify the 59th percentile as the cutoff. The research conducted by NWEA found student who were College and Career Ready (Smarter Balanced Level 3) were in the 56-62 percentile range using the 2015 Norms Percentile. <https://www.nwea.org/content/uploads/2015/09/MAP-2015-Comparative-Data-to-Inform-Instruction-Decisions.pdf>)*

Proficiency Goal 2: By the 2019-20 school year, the target percentage of sixth and seventh grade students at or above the ELA state average scale score*** on the M-STEP will increase by 4% as compared to the 2015-16 school year.

*(***East Detroit Public Schools will use grade level state average ELA scale scores due to the potential adjustments in the state assessments in the 2018-19 school year.)*

Initially Identified Arenas of Action:

Target dates for all benchmarks indicate initial draft plans. It is agreed that all materials and processes are subject to ongoing review and revision.

A. Talent Management

- a. Objective: Stabilizing the staff in the Partnership School by finding, identifying, and keeping the talent required to impact student/teacher performance.
- b. Benchmarks:
 - i. Profiles of an effective turnaround teacher, principal, and central office administrator - target date: Summer 2017
 - ii. Strategic recruiting plan for effective turnaround staff - target date: Winter 2018
 - iii. Hiring process and materials designed to identify candidates who meet the district's turnaround profiles - target date: Winter 2018
 - iv. Strategic retention plan for effective turnaround staff - target date: Summer 2019
 - v. New teacher induction program - target date: Summer 2017

B. Instructional Infrastructure

- a. Objective: Implementing and supporting a vision of high-quality, ambitious subject specific instruction to impact student/teacher performance and significantly improve current practice to ensure success for all students.
- b. Benchmarks:
 - i. District process for onboarding and transitioning students - target date: Spring 2018
 - ii. District-wide visions of high-quality instruction - target date: Summer 2017
 - iii. Continue the process of reviewing and revising the curriculum framework for 6th and 7th grades core content areas to include the sequence, pace, and units of instruction - Due to the ongoing nature of this benchmark, the district will demonstrate progress in curriculum development during each formal review.
 - iv. Continue the development and analysis of grade level/content area common assessments for 6th and 7th grade core content areas that align to the curricular visions and frameworks - Due to the ongoing nature of this benchmark, the district will demonstrate progress in common assessments during each formal review.
 - v. Continue development of district-wide process for collecting student performance data and teacher performance data to inform instructional support (including MTSS) - target date: Spring 2018

C. Intense Student Support:

- a. Objective: Systemic reconfiguration focused on implementing and supporting a vision of high quality student support to effectively intervene for students who come to school with non-academic needs that create obstacles for high achievement.
- b. Benchmarks:
 - i. District vision for the intense support of students' non-academic needs - target date: Summer 2017
 - ii. Draft of district network to support the basic components of pastoral care: care, support, safety, and membership - target date: Summer 2018
 - iii. Draft for district process for collecting student need data to inform network support - target date: Summer 2018

Initially Identified Actions:

- A. EDPS Actions to be Implemented: In partnership with MISD, East Detroit Public Schools will implement the Blueprint for Turnaround with fidelity as a means of reaching the stated benchmarks and goals. In addition, EDPS will comply with the applicable terms of this Agreement and will continue to implement any action applicable pursuant to the School Recovery Agreement between MISD and EDPS dated February 1, 2016, which terms and conditions are not affected by this Agreement and are incorporated herein by reference.
- B. MISD Actions to be Implemented: MISD will comply with the applicable terms of this Agreement and will continue to implement any action applicable pursuant to the School Recovery Agreement between MISD and EDPS dated February 1, 2016, which terms and conditions are not affected by this Agreement and are incorporated herein by reference.
- C. MDE Actions to be Implemented: MDE will support the School District by:
 - Assigning Victor Bugni to serve as MDE's primary point-of-contact and Partnership Liaison (PL). PL will work with the Superintendent and staff to ensure the successful implementation of the Partnership Agreement. PL will garner additional support from key personnel and offices within the MDE, other partners and other state agencies to successfully reach the Partnership Agreement goals.
 - Identifying and providing or facilitating the provision of state, federal and other resources, including financial resources, which may help the District implement strategies for the Partnership School, including supports for families of Partnership School students;
 - Working with the District and Macomb ISD to identify reporting requirements which may be eliminated or waived or flexibility in the use of resources to allow the Partnership School to focus on implementing goals and strategies developed pursuant to this Agreement;
 - Helping the District cultivate a stable environment for the Partnership School students and families to reduce and minimize the barriers to consistent school attendance;

- Periodically reviewing the District's progress in implementing the goals of this Agreement at agreed-upon intervals and collaborating in adjustments to the District's strategies as experience and circumstances depart from expectations.

D. Reform District, SRO, DTMB and CEO Actions to be Implemented:

- Any and all actual and apparent authority, powers, duties, rights, obligations, functions, and responsibilities of the Reform District, the SRO and the CEO with respect to EDPS and each of the Supported Schools are restrained immediately upon execution of this Agreement and for so long as this Agreement remains in effect.
- By executing this Agreement, the Reform District, SRO and DTMB rescind any previously made recommendations, determinations, and appointments related to the installation of a chief executive officer at any EDPS school.